

WEBSITE TERMS OF USE AGREEMENT

LAST UPDATED 05.25.2018

Welcome to BountyJobs! The following Website Terms of Use Agreement, and all terms incorporated by reference herein (“**Agreement**”) is made effective as of today and describes the terms by which BountyJobs, Inc. (“**BountyJobs**”) offers you (“**Employer**” or “**You**”) use of the BountyJobs website www.bountyjobs.com (“**Website**”) for the purpose of interacting with individuals or entities assisting in the delivery of resumes to Employers (“**Headhunter**” or “**You**”, if appropriate) and persons seeking employment whose resumes are delivered to Employer via the Website (“**Candidates**”).

When you click on the “SUBMIT REGISTRATION” button, you acknowledge that you have read, understood, and agree to be bound by the following terms concerning your use of the Website. If you do not understand this Agreement, or do not agree to be bound or to abide by all terms of this Agreement, you may neither access nor use the Website. For the avoidance of doubt, the laws of New York State and the United States of America, without regard to their principles of the conflicts of laws, apply to this Agreement and you specifically agree to be bound thereby.

Your affirmative actions in using this Website, such as clicking "I Accept", "Submit", "Yes" and the like and uploading of data to us, signify that you agree to, adopt, and execute the action or electronic record with the intention to be legally bound. Such affirmative actions will have the same legal force, effect, validity, and enforceability as if you affixed a written signature to the electronic record, and such electronic signature and electronic record shall be deemed to satisfy the writing and delivery requirements of any applicable law. You agree to transmit and receive electronic records through the Website via the Internet using your passwords. Our electronic or other properly stored copy of such electronic signatures and electronic records shall be deemed to be the true, complete, valid, authentic, and enforceable copy of them. You agree not to contest the admissibility, legal effect, validity, or enforceability of such electronic signatures or electronic records in any proceedings arising out of use of the Website. You (i) acknowledge that, regardless of whether you are using a web browser with security features, we are unable to ensure that data contained in any related Internet transmission between us will not be intercepted by third parties, and (ii) agree that we will not be liable should any such interception occur.

BountyJobs reserves the right to change this Agreement at any time without notice to you. Any changes to this Agreement will be posted on the BountyJobs Website as of the effective date of such changes. Your continued use of the BountyJobs Website after the effective date of such changes constitutes your acceptance of and agreement to such changes.

1) General

- a) BountyJobs is an on-line marketplace that connects Employers and Headhunters.

b) BountyJobs may in its sole discretion change, modify, suspend, make improvements to or discontinue any aspect of the Website, temporarily or permanently, at any time and without notice to you. Under no circumstance will BountyJobs be liable for any such change, modification, suspension, improvement or discontinuance. Without limiting the foregoing, and notwithstanding anything contained in this Agreement, BountyJobs has the right to change fees from time to time or to institute additional fees relating to the Website. Further, BountyJobs may impose limits on job postings or remove job postings from the Website at BountyJobs' sole discretion.

c) BountyJobs will not be deemed a trustee or employer of any Employers, Headhunters or Candidates. BountyJobs does not owe to you, and you specifically waive and release BountyJobs from, any fiduciary duty and its only obligations are those expressly set forth in the Agreement. While BountyJobs acts on behalf of Headhunters when issuing Bounty Award fees, it has no liability for the content of resumes listed.

2) Registration and Fees

a) By registering with BountyJobs and thereby accepting this Agreement, you represent and warrant that: (i) you are eighteen (18) years of age or older and have the right, authority, and capacity to enter into and comply with this Agreement; and (ii) the information you provide to BountyJobs during the registration process is accurate, and you will promptly notify BountyJobs if any of that information changes. BountyJobs may use the information that you provide during the registration process, in particular your email address: (A) to communicate with you about the Website, including without limitation any changes to this Agreement or BountyJobs' Privacy Policy or other policies; and (B) for all other purposes stated in BountyJobs' Privacy Policy.

b) When you create an account, you will be asked to supply a password. You shall keep your password confidential and are responsible for all uses of your password and account.

c) BountyJobs will charge you fees in accordance with the BountyJobs Bounty Award Payment Terms below at Exhibit A and any order forms executed by both Parties under this Agreement, the terms of which are incorporated by reference herein. You are responsible for paying all applicable fees.

3) Website Restrictions

a) You are entirely responsible for the content you post (including, but not limited to, job postings and company descriptions) to the Website. When you post content to the Website, you thereby represent and warrant that: (i) your posting does not and will not infringe the proprietary rights, including but not limited to all intellectual property rights, of any third party; (ii) your posting is not obscene, libelous or slanderous, does not violate any applicable law, regulation, or rule; (iii) your posting does not contain false, misleading or incomplete address or information such that BountyJobs or others are unable to identify you as the sending party; (iv) your posting is not offensive or does not contain content that endorses or promotes racism, bigotry, hatred, or physical harm of any kind against another group or individual; (v) your posting does not contain content that harasses, discriminates,

incites harassment or advocates harassment of any group or individual; (vi) your posting does not otherwise violate any provision of this Agreement or any applicable law or regulation, including without limitation, any laws or regulations related to labor and employment; (vii) your posting does not provide links to material that exploits people under the age of eighteen (18) in a sexual, violent or other manner, or solicit personal information from anyone under the age of eighteen (18); (viii) your posting does not provide instructional information about illegal activities or other activities prohibited by law or this Agreement, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media, and soliciting passwords; (ix) you will maintain the secrecy of your user name and password and that no person other than yourself or your authorized representative will use your user name or password; and (x) your access to and use of the Website will be in accordance with this Agreement and with any applicable laws or regulations.

b) If you are a Headhunter, you further represent and warrant that you have (i) a reasonable expectation that the information on Candidate's resume is accurate; and (ii) only when expressly required by an Employer in connection with a specific job posting, complied with all aspects of the Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) regulations at 41 CFR Part 60-1 which relate to the definition of Internet Applicants and all related record-keeping requirements, including without limitation: 1) gathering the gender, race, and ethnicity of all Internet Applicants (as defined by 41 CFR Part 60-1.3) and any persons who took a test at Headhunter's request; 2) maintaining a record of the gender, race, and ethnicity of all "Internet Applicants" you considered to fill the posted position; 3) retaining the resumes, tests, test results and interview notes of all job seekers who met the basic qualifications for the posted position (regardless of whether the individual qualifies as an Internet Applicant under 41 CFR 60-1.3) and making available all of such data for inspection in a timely manner upon Employer's request. Furthermore, you represent and warrant that you shall comply with all applicable federal, state, and local employment and other laws, government regulations and orders including, but not limited to, salary history ban ordinances applicable to you and Employer related to any job posting and Candidate. Furthermore, you agree that should any penalties be incurred by Employer due to your breach of this section, you will indemnify such Employer for full amount of any penalties.

c) You are also prohibited from violating or attempting to violate the security of the Website, including without limitation, via the following activities: (i) accessing data not intended for you or logging into a server or account which you are not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "spamming", "mailbombing" or "crashing"; or (iv) forging any TCP/IP packet header or any part of the header information in any email. Violations of system or network security may result in civil or criminal liability.

d) Without limiting any of our other remedies, BountyJobs has the right (though not the obligation) to, in BountyJobs' sole discretion and without limitation: (i) refuse or remove

from the Website any job posting that in BountyJobs' opinion violates this Agreement or any BountyJobs policy, or is in any way harmful or objectionable or likely to cause liability for BountyJobs; or (ii) share Candidate resume and identifying information with a third-party service provider to verify whether a Candidate has been hired by an Employer subsequent to being submitted via the website; or (iii) share Employer name and contact information with a third-party service provider to verify whether a Candidate has been hired by an Employer subsequent to being submitted via the website; or (iv) terminate the account of, or deny access to and use of the Website to, any Headhunter or Employer or other user for any reason, including without limitation any actual or reasonably suspected violation of this Agreement or any BountyJobs policy.

e) If you are an Employer, you further represent and warrant that: (i) when you access Personal Data received under this Agreement, you will at all times comply with all applicable international, national, state, federal or local laws, regulations and treaties including the EU General Data Protection Regulation (the "GDPR"), including any requirements that apply to the collection of verifiable consent (as defined under the GDPR) related to the personal information collected, used, maintained and shared ("Verifiable Consent") or cross-border transfers of Personal Data; (ii) you will access Personal Data only for the limited and specified purposes permitted under this Agreement, strictly in accordance with BountyJobs' instructions, solely to exercise its rights and fulfill your obligations under the Agreement and will not access the Personal Data for any other purpose; (iii) if you collect Personal Data directly from individuals on BountyJobs' behalf, you will provide a clear and conspicuous privacy notice to such individuals that (a) accurately describes how you access and protect that information; and (b) complies with applicable laws; (iv) you will contractually require each third party provider that has access to Personal Data to protect the privacy, confidentiality, and security of Personal Data using at least the same level of protection and confidentiality obligations that apply to you under this Agreement; and (v) to the extent you accesses Personal Data that originated in the EU from a country or industry sector that is not the subject of a formal adequacy finding of the European Commission, you will ensure the lawfulness of cross-border Personal Data transfers by either (a) certifying your compliance to the EU-U.S. Privacy Shield and complying with its relevant principles throughout the term of this Agreement or (b) enter into Model Contractual Clauses (Commission Decision 2002/16/EC). "Personal Data" means (i) any information about an identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, credit report information, biometric information, IP addresses, network and hardware identifiers, and geolocation information.

f) If you are a Headhunter, you further represent and warrant that: (i) you will fully comply with all international, national, state, federal or local laws, regulations and treaties applicable to your business and operations, including laws governing the privacy, security and trans-border transfers of personal information (including, but not limited to, compliance with the EU General Data Protection Regulation (the "GDPR") and you shall be responsible for collecting verifiable consent (as defined under the GDPR) related to the personal information collected, used, maintained and shared ("Verifiable Consent"); (ii)

when you share or post job information received via the Website, you will clearly differentiate any changes to the job description or desired Candidate experience and qualification originally provided by the Employer as your own work product and interpretation.

4) Specific Prohibited Uses

a) The Website may be used only for lawful purposes by Headhunters for the purpose of placing Candidates with Employers and by Employers for the purpose of seeking employees and reviewing resumes (and other relevant information) provided by Headhunters. BountyJobs specifically prohibits any other use of the Website. Headhunters and Employers agree not to do any of the following: (a) post any jobs on the Website for any competitor of BountyJobs or post jobs or other content that contains links to any site competitive with BountyJobs; (b) post jobs or content on the BountyJobs Website that contain any hyperlinks, "hidden" keywords or any keywords that are irrelevant to the job or are otherwise misleading; (c) post jobs for modeling or talent or talent scouting positions on the Website; (d) post on the Website any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up-front or periodic payment, pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling, in which case such postings are permissible), requires recruitment of other members, sub-distributors or sub-agents; (e) send unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a user of the Website; (f) delete or revise any material posted by any other person or entity; (g) take any action that imposes an unreasonable or disproportionately large load on the Website infrastructure; (h) notwithstanding anything to the contrary contained herein, use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than the search engine and search agents available from BountyJobs on the Website and other than generally available third party web browsers; (i) attempt to decipher, decompile, disassemble or reverse engineer any of the software embodied in the Website; (j) aggregate, copy or duplicate in any manner any of the content on the Website or information available from the Website; (k) frame or link to any of content or information available from the Website; (l) use the Website to contact others in an attempt to circumnavigate BountyJobs; (m) post any fictitious material whatsoever, including without limitation the offering of fictitious bounties in an effort to accumulate Candidate resumes; or (n) solicit or accumulate Candidate resumes to promote such Candidate to potential employers outside of the Website.

b) Headhunter may not knowingly initiate communication for the purpose of representation with any employees of that Employer i) while engaged on any Employer job posting or ii) until the twelve (12) month anniversary of that Candidate's Start Date. For the avoidance of doubt, Headhunters may represent such employees, but only if communications are initiated by the given employee.

c) Headhunter may not in response to any Employer job posting on the Website, submit the resume of any natural person employed or retained by or otherwise closely affiliated with Headhunter.

d) Neither Headhunter nor Employer shall during the term of this Agreement nor hereinafter, create, advise, encourage, commission, originate, cooperate or otherwise assist in the creation, maintenance, offering or exploitation of an on-line marketplace in the field of connecting employers with Headhunters other than the marketplace offered by BountyJobs. Headhunter and Employer agree and acknowledge that the foregoing restriction is reasonable in light of the benefits received via participating on the Website and that the restriction does not impede, prevent, restrict or otherwise diminish their ability to engage in commerce in a manner of their own choosing.

e) Notwithstanding anything in this Agreement to the contrary, information included in a job posting will not be considered Confidential Information (as defined below) of the applicable Employer. Headhunters may (i) repost data contained within an Employer's job posting for the sole purpose of soliciting potential Candidates whose information the Headhunter intends to submit to the Employer via the Website; and (ii) disclose and discuss job posting and all job-related data with potential Candidates, provided, however, that they shall never repost the Employer's name or any relevant salary information. Notwithstanding the foregoing, Employers can designate job postings as "No Headhunters may re-post" and Headhunters shall not re-post any job posting so designated.

f) You hereby represent and warrant that for the duration of this Agreement and for twelve (12) months thereafter, You shall not directly hire, contract with, solicit, provide services to or obtain services from any Headhunter or Employer (other than through the Website) whom You were first introduced to by means of using the Website, without the express written permission of BountyJobs.

g) A Headhunter that submits a Candidate outside of the Website in an attempt to circumvent BountyJobs forfeits its portion of any Bounty Award due for that Candidate. If such Candidate is hired, Employer that accepted such Candidate has an obligation to pay BountyJobs a Bounty Award equal to either (i) the commission percentage identified by Employer in the job posting, multiplied by the Candidate's base annual salary or (ii) if the position was not posted on the Website, 20% of the Candidate's base annual salary.

5) Third Party Websites

The Website may make available links to, and your computer may enable you to connect to, other websites neither owned nor controlled by BountyJobs ("**Third-Party Websites**"). Such links are provided only as a convenience to you. BountyJobs has not reviewed, and cannot review, all of the material, including computer software or other goods or services, made available through Third-Party Websites. The availability by means of the Website of a link to a Third-Party Website does not represent, warrant or imply that BountyJobs endorses such website or any material, goods or services available thereby. Third-party materials accessed through or used by means of the Website may also be protected by copyright and other intellectual property laws.

6) Postings and Rights

- a) By posting information about a job to the Website, you agree that BountyJobs may use, maintain and reproduce that posting in the normal course of business of running the Website.
- b) The Website, including without limitation, all copyrights and patents relating thereto and trademarks used thereon, is the sole and exclusive property of BountyJobs.
- c) Headhunter shall not identify an Employer on its standard customer list or on any promotional materials without such Employer's prior written approval. Employer hereby authorizes BountyJobs to include Employer's name on its standard customer list, in a manner consistent with, and of no greater prominence than, the identification of other Employers.

7) Reporting of Violations

- a) As BountyJobs asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Website violates your copyright, you are encouraged to notify BountyJobs in accordance with the Digital Millennium Copyright Act. BountyJobs will respond to all such notices, including as required or appropriate by removing the offending material or disabling all links to the offending material. In the case of a user who may infringe, or whom BountyJobs reasonably suspects of repeatedly infringing, the copyrights of BountyJobs or others, BountyJobs may, in its discretion, terminate or deny such user's access to and use of the Website.
- b) If you suspect that a user has violated your rights, or has posted content that is obscene, lewd, lascivious, excessively violent, harassing, objectionable, or otherwise in violation of this Agreement, a BountyJobs policy or the law, you should report the suspected violation to BountyJobs at **support@bountyjobs.com**. Your email should include: (i) a description of the location of the objectionable material sufficiently detailed to allow BountyJobs to reasonably locate the suspected violation; (ii) a detailed explanation of the suspected violation; and (iii) the statement that by submitting such email you represent and warrant that the information set forth in such email is true and correct. Actual or suspected violations may result, as determined by BountyJobs in its sole discretion, in BountyJobs: (A) suspending or terminating a user's right to access and use the Website; (B) disabling links to third-party content; (C) removing content from the Website, and deleting system files and other data relating to the suspected violation; and, (D) in appropriate cases, referring the suspected violation to the appropriate regulatory, administrative or law enforcement authorities.

8) Communications with BountyJobs

- a) Except as herein expressly provided, all notices or requests required to be given under this Agreement and all other communications related to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by overnight courier or telefax or mailed, first class, by registered or certified mail return receipt

requested, addressed as follows, and shall be effective when received. All notices and other communications to BountyJobs required under this Agreement shall be directed to **1114 Lost Creek Blvd, Suite 420, Austin, TX 78746** or **help@bountyjobs.com**. All notices and other communications to Employer required under this Agreement shall be directed to the email address you have provided during this registration process.

b) All comments submitted to BountyJobs will belong to BountyJobs, and you agree to assign, and hereby do assign, to BountyJobs, to the fullest extent permitted by law, all right, title and interest, including all intellectual property rights, in and to such comments. BountyJobs will be free to use all comments, all ideas, concepts, methods or techniques embodied in all comments (“**Commentary**”), for any purpose whatsoever. You agree to assign, and hereby do assign all right, title and interest in and to such Commentary to BountyJobs.

9) Marketplace Risks

a) BountyJobs acts as a venue for Employers to post information about job opportunities and Headhunters to submit information about Candidates, and BountyJobs does not screen or censor the listings offered. BountyJobs is not involved in the actual transaction between Employers and Headhunters. All employment negotiations are between Employers and the applicable Candidate. BountyJobs acts on behalf of Headhunters only when it charges Employers for a Bounty Award. As a result, and although Headhunters have represented that they have a reasonable expectation that the claims on Candidate’s resume are accurate, BountyJobs has no control over the quality, safety or legality of the resumes posted, the truth or accuracy of the listings, the ability of Candidates to fill job openings and BountyJobs makes no representations about any resumes or content on the Website (“**Post Content**”). BountyJobs reserves the right, but has no obligation, to monitor interactions between you and other users of the Website. In the event that BountyJobs becomes aware of any Post Content that does not meet BountyJobs’ standards, in BountyJobs’ sole discretion, then BountyJobs may remove such Post Content immediately and without notice.

b) In addition, please note that there are risks associated with your use of the Website, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Website and recognize that by its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled (all the foregoing “**Personal Contact**”). You will use caution and common sense when using the Website.

c) Because user authentication on the Internet is difficult, BountyJobs cannot and does not confirm that each Headhunter, Employer and Candidate is who they claim to be and you agree and acknowledge that some such claims or statements may be intentionally or unintentionally false (“**User Deception**”). Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on any Website, you agree and accept the risk that you may have a dispute with one or more Employer, Headhunter and/or

Candidate (“**User Risk**”). We do not and cannot be involved in user-to-user dealings or control the behavior of participants on any Website.

d) The Website may contain inaccuracies or typographical errors (“**Website Error**”). BountyJobs makes no representations about the accuracy, reliability, completeness, or timeliness of the Website or any content thereon. The use of the Website is at your own risk. Changes are periodically made to the Website and may be made at any time.

e) BountyJobs is not an employer or agent with respect to Employer’s use of the Website and shall not be responsible for any decision whether or not to hire, for whatever reason, made by any Employer posting jobs on the Website. BountyJobs acts on behalf of Headhunters only when it charges Employers for Bounty Awards.

f) BountyJobs cannot guarantee and does not promise any specific results from use of Website (“**Website Results**”). No advice or information, whether oral or written, obtained by you from BountyJobs or the Website shall create any warranty not expressly stated herein.

10) Disclaimer of Warranties and Limitation of Liability

a) YOU AGREE THAT YOUR ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE, THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED "AS IS" AND “AS AVAILABLE”, AND BOUNTYJOBS AND ITS CONTRACTORS AND LICENSORS, AS APPLICABLE, MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, BOUNTYJOBS AND ITS CONTRACTORS AND LICENSORS, AS APPLICABLE, MAKE NO REPRESENTATION OR WARRANTY THAT YOUR ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER BOUNTYJOBS NOR ITS LICENSORS MAKE ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE EXISTENCE OR INTEGRITY OF BACKUPS, IF ANY, OF CONTENT OR MATERIALS STORED ON THE WEBSITE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. FOR THE AVOIDANCE OF DOUBT, AND NOTHING IN THIS AGREEMENT TO THE CONTRARY, BOUNTYJOBS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT HEADHUNTERS OR EMPLOYERS OTHER THAN YOU PARTICIPATE IN THE WEBSITE ON TERMS THAT ARE IDENTICAL TO THOSE CONTAINED HEREIN.

b) BOUNTYJOBS AND ITS CONTRACTORS AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING

DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH YOUR ACCESS TO OR USE OF THE WEBSITE, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS YOUR RESPONSIBILITY TO MAINTAIN LOCAL COPIES OF YOUR POSTINGS. IN NO EVENT WILL THE AGGREGATE LIABILITY FOR ANY AND ALL OF YOUR CLAIMS AGAINST BOUNTYJOBS AND ITS CONTRACTORS AND LICENSORS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE WEBSITE EXCEED THE FEES PAID FOR USE OF THE WEBSITE DURING THE SIX-MONTH PERIOD PRIOR TO THE DATE A CLAIM IS MADE. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY AND THE WAIVERS, RELEASES AND COVENANTS MADE HEREIN REPRESENTS A REASONABLE ALLOCATION OF RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

c) UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS, AS WELL AS THE WAIVERS, RELEASES AND COVENANTS NOT TO SUE CONTAINED IN THIS AGREEMENT, SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

d) YOU SPECIFICALLY ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS A CONVENIENCE, AND THAT YOU HAVE NOT RELIED UPON THE ONGOING OR ERROR-FREE OPERATION, USE OR INFORMATION IN THE WEBSITE FOR ANY REASON WHATSOEVER. IF YOU ARE AN EMPLOYER, YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT BOUNTYJOBS DOES NOT AND CANNOT DETERMINE WHETHER HEADHUNTERS COMPLY WITH DEPARTMENT OF LABOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP) REGULATIONS AT 41 CFR PART 60-1 WHICH RELATE TO THE DEFINITION OF INTERNET APPLICANTS AND RELATED RECORD-KEEPING REQUIREMENTS, OR ANY LAW OR REGULATION REGARDING THE DISCUSSION OR NONDISCLOSURE OF CANDIDATE SALARY INFORMATION AND HEREBY RELEASE, WAIVE, AND COVENANT NOT TO SUE UPON ANY CLAIM, AS DEFINED BELOW, AGAINST BOUNTYJOBS WITH RESPECT TO VIOLATION OF ANY SUCH REGULATIONS.

11) Indemnity

You agree to defend, indemnify and hold harmless BountyJobs and its shareholders, directors, officers, employees, agents, representatives, affiliates, parents, subsidiaries, and licensors (collectively, "**BountyJobs Indemnified Parties**") from and against any and all alleged or actual damages, costs, liabilities, and fees (including without limitation reasonable attorney's fees) that arise from or related to any and all alleged or actual claims, actions, demands, causes of action and other proceedings ("**Claims**") (i) brought by a Candidate; and/or (ii) arising out of or relating to: (A) your breach of this Agreement,

including without limitation any representation or warranty contained in this Agreement; (B) your access to or use of the Website, including without limitation your or others' access of content or other materials available by means of the Website or Third-Party Websites, or your purchasing of goods or services from third parties; (C) your job postings or provision to BountyJobs of information or other data; (D) your violation of any applicable laws or regulations, including but not limited to, if you are a Headhunter, Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) Regulations at 41 CFR Part 60-1 and any law or regulation regarding the discussion or nondisclosure of candidate salary information, and (E) any dispute between Headhunters, and/or a Headhunter and an Employer. The BountyJobs Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim for which you are required to defend, indemnify or hold harmless the BountyJobs Indemnified Parties ("**Indemnified Claim**"), provided that your obligation to pay BountyJobs' attorney's fees shall only extend to BountyJobs' reasonable attorney's fees. You may not settle any Indemnified Claim without the prior written consent of the concerned BountyJobs Indemnified Parties.

12) Dispute Resolution between an Employer or a Headhunter and BountyJobs

a) All disputes between either an Employer or a Headhunter and BountyJobs will be resolved in accordance with this Article 12. All disputes between either an Employer or a Headhunter and BountyJobs arising out of or relating to this Agreement or your access to or use of the Website (including its formation, performance, alleged breach, or whether a dispute must be arbitrated) will be exclusively resolved under confidential, binding arbitration held in New York City, New York before and in accordance with JAMS (Judicial Arbitration and Mediation Services). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. The parties also may seek an order or judgment by a court of competent jurisdiction compelling arbitration or confirming any arbitration award secured under this Article 12. The arbitrator is not empowered to award you punitive damages or other damages in excess of compensatory damages, and you hereby irrevocably waive any right to recover damages other than compensatory damages with respect to any dispute between them resolved by arbitration. In addition to compensatory damages, however, the arbitrator(s) may award, in his or her absolute discretion, attorneys' fees and expenses including the fees and expenses of JAMS and of the arbitrator and any mediator.

b) Notwithstanding the foregoing, BountyJobs will have the right to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third-party rights.

c) In the event of litigation to compel arbitration or to enforce an arbitration award under Section 12(a), or to obtain an injunction under Section 12(b), the parties hereby irrevocably consent and submit to the personal jurisdiction and venue of the state and federal courts located in New York City, New York.

d) EXCEPT TO THE EXTENT APPLICABLE LAW, IF ANY, PROVIDES OTHERWISE, THIS AGREEMENT AND ANY ACCESS TO OR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION YOUR PURCHASING OF GOODS OR SERVICES FROM THIRD PARTY WEBSITES, WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, U.S.A., WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, NO NON-U.S. LAW SHALL APPLY TO THIS AGREEMENT OR THE WEBSITE, INCLUDING WITHOUT LIMITATION CANADA'S UNIFORM ELECTRONIC COMMERCE ACT, CANADA'S PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT OR THE UNITED NATIONS' MODEL LAW ON ELECTRONIC COMMERCE.

e) The parties shall divide evenly all arbitration costs imposed by JAMS, provided, however, with respect to arbitration actions brought by BountyJobs in connection with an Employer's alleged failure to pay a Bounty Award, that all costs and fees paid by the prevailing party related to such action, including without limitation, all costs imposed by JAMS as well as all reasonable attorney's fees, shall be reimbursed to the prevailing party by the non-prevailing party.

13) Disputes between Headhunters or between a Headhunter and Employer

a) Each Headhunter is the intended third-party beneficiary of those portions of BountyJobs' agreement with Employers that relate to Headhunters, including without limitation, Employer's obligation to pay the Bounty Award to BountyJobs. Employer is the intended third-party beneficiary of those portions of BountyJobs' agreement with Headhunters that relate to Employers, including without limitation those portions of the agreement related to the non-use or non-disclosure of Confidential Information.

b) If a party to an Employer-Headhunter dispute wishes to enlist the non-party assistance of BountyJobs, then the requesting party will reimburse BountyJobs for all costs allocable to BountyJobs' compliance with that request, including without limitation, reasonable attorney's fees.

14) Termination

a) Either party may terminate this Agreement for any reason or no reason at all, with or without cause, and upon written notice to the other party. Any termination of this agreement automatically terminates access to and the license to use this Website. Upon termination, BountyJobs may, in its sole discretion, delete from the Website any files or other information or data relating to your account. Subsequent to termination, BountyJobs reserves the right to exercise whatever means it deems necessary to prevent your unauthorized access to and use of the Website, including without limitation technological barriers such as IP mapping.

15) Survival

a) The following shall survive the termination of this Agreement: Section 6(b) and Article 8, 10, 11, 12, 13, 15, 16 and Exhibit A. For the avoidance of doubt, the foregoing provision shall survive with respect to job postings submitted to the Website prior to termination, whether or not such jobs are filled by Candidates before or after the termination date.

16) Miscellaneous

a) BountyJobs, Headhunter or Employer (each a “**Receiving Party**”) may receive information from Employer or BountyJobs (either a “**Disclosing Party**”) which is confidential or proprietary in nature, including without limitation confidential or proprietary information about a party’s products and services (“**Confidential Information**”). The Receiving Party agrees that it will keep the Confidential Information in strictest confidence and, in addition, protect such Confidential Information by no less stringent security measures as it takes to protect its own Confidential Information. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations hereunder, or in the case of BountyJobs, the performance of services to Employer. The term “Confidential Information” shall not include any job postings or other postings designed for viewing on the Website or any information which is or becomes generally available to the public without breach of this Agreement, is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, becomes available from a third party which the Receiving Party has no reason to believe is in breach of any obligations of confidentiality, is independently developed by the Receiving Party, is required by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule, regulation, subpoena, or any other administrative or legal process to be disclosed, or is disclosed in connection with any judicial or other proceeding involving the parties relating to the use of the bountyjobs.com website. The parties recognize that the disclosure or use of a Disclosing Party’s Confidential Information by the Receiving Party in violation of the provisions of this section may cause irreparable injury to the Disclosing Party; therefore, in the event any party breaches or threatens to breach the provisions of this section, the other party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief.

b) English is the official language of this Agreement. The English language version of this Agreement will control any translation hereof. L'anglais est la langue officielle de cet Accord. La version de langue anglaise de cet Accord contrôlera n'importe quelle traduction de cet Accord.

c) Access to the Website may not be legal by certain persons or in certain countries. If you access this Website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. This Agreement, together with any order forms executed by both Parties, constitutes the entire agreement between BountyJobs and you concerning the subject matter hereof, and it may only be modified by notice signed by an authorized executive of BountyJobs and Employer. If any part of this Agreement is held invalid or unenforceable, that part will be altered and construed to reflect as nearly as possible the parties’ original intent, and the remaining portions will remain in full force and effect. You and BountyJobs are independent contractors, and no agency,

partnership, joint venture or employee-employer relationship is intended or created by this Agreement. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement only with the express written permission of BountyJobs. BountyJobs may assign its rights under this Agreement without restriction. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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Exhibit A – BOUNTY AWARD PAYMENT TERMS

General

Sign-Up Fee

Headhunters are not required to pay a sign-up fee to enroll with BountyJobs.

Payment

Employer will pay to BountyJobs who is acting on behalf of the Headhunters all Bounty Award amounts invoiced within thirty (30) days of the date upon which the Candidate becomes Employer's employee ("**Start Date**").

Taxes and Late Fees

All Bounty Award payments exclude all withholding, services, VAT, sales, use and other taxes that might be imposed on such payments, which taxes are the responsibility of Headhunter or Employer. Please note that in the UK VAT is the responsibility of the invoicing party or recipient as appropriate. In the event of a late payment, BountyJobs may, in addition to any other remedies it may have, charge a late fee of 1.5% of the relevant Bounty Award per month, or the maximum rate allowed under law, whichever is less, for any unpaid balance.

BountyJobs Account

You can view all of your pending and completed transactions via BountyJobs at any time by clicking on the "Account" tab on your home page. You may withdraw available funds from your account at any time by following the links at the top of the page; however, you may not withdraw any Promotional Fees placed in your account by BountyJobs. For these purposes, a "Promotional Fee" shall mean a credit made to a Headhunter's account with BountyJobs which may be used only to set off against the applicable Flier Fee (as described below).

Statements and Reminders

We may send you statements or reminders of fees due. However, this is a courtesy only, and your obligation to pay BountyJobs fees owed is not contingent upon any statements or reminders.

Employers

Bounty Award

With respect to each posted job, the fee payable by Employer to BountyJobs will equal either (A) the flat fee identified by Employer in the job posting; or (B) the product of (i) the commission percentage identified by Employer in the job posting; multiplied by (ii) the base annual salary associated with the posted job as of the Start

Date (each of (A) and (B) the “**Bounty Award**”). Employer’s obligation to pay the Bounty Award to BountyJobs accrues on the Candidate Start Date. For the avoidance of doubt, if Employer hires a Candidate for a position other than the position for which Headhunter submitted the Candidate prior to the twelve (12) month anniversary of the date upon which the Employer received such Candidate’s resume, then Employer has an obligation to pay BountyJobs the Bounty Award, as defined above, calculated using the base annual salary associated with the position actually filled by such Candidate in lieu of the base annual salary associated with the posted job, if applicable. Notwithstanding the foregoing, Employer shall not be liable for any Bounty Award or any other fee if Employer provides notice to Headhunter that within the twelve (12) months prior to receipt of Candidate’s resume from Headhunter: 1) Employer had either obtained Candidate’s resume from outside the Website; or 2) had directly communicated with Candidate. If a candidate submitted by a Headhunter to an Employer is hired for a position other than one for which the Headhunter has the first submission of the candidate, Headhunter will be entitled to receive a Bounty Award as collected on its behalf by BountyJobs unless the following conditions are both satisfied: (i) Employer has previously rejected all of Headhunter’s submissions of the candidate and is no longer considering the candidate and (ii) the candidate is hired for a position for which a second Headhunter has the first submission of the candidate. The foregoing shall apply even if the initial Headhunter was the first to submit the Candidate within the twelve (12) month period preceding the date upon which Employer hires the Candidate (“**Hire Date**”).

- Employer must immediately inform BountyJobs upon its hiring of a Candidate by clicking <Award Bounty> on the Website, or contacting Customer Support.
- Employer must enter the Candidate’s Start Date and the base annual salary associated with the relevant posted job on the Website as soon as possible after the Hire Date.
- BountyJobs will email Employer an invoice for each Bounty Award on the Candidate Start Date. The email will be sent to the email addresses provided by the Employer upon enrollment. Payment must be sent to the address listed on the BountyJobs invoice or Employer may elect to pay by credit card. Payment is due to BountyJobs no later than thirty (30) days after the Candidate Start Date.
- If Employer elects to pay invoices by check, each such payment must include the relevant invoice number.
- If an Employer fails to pay a Bounty Award when due, BountyJobs may make a note of such late payment on the Employer’s profile on the BountyJobs Website. This will become a permanent part of Employer’s profile. BountyJobs may also refer the matter to a collection agency for collection. Employer agrees and acknowledges that Headhunters are the intended third-party beneficiaries of its obligation to pay the Bounty Award and that BountyJobs arranges all invoicing and collects these amounts on behalf of the Headhunters.

- In the event that two Headhunters submit the same Candidate in connection with the same job posting and that Candidate is hired by an Employer, the Headhunter that submitted the Candidate first according to the submission timestamp in the BountyJobs system will receive the Bounty Award.
- Employer may only hire a Candidate submitted by a Headhunter as a permanent employee of Employer. Hiring a Candidate for any other type of role, including but not limited to as a temporary employee, a contractor, or via a third party agency, is strictly forbidden unless approved in advance in writing by BountyJobs and the submitting Headhunter.
- Notwithstanding anything in this agreement to the contrary, all references herein to receipt of a Bounty Award shall mean Headhunters receipt of a Bounty Award less the applicable administration fee due to BountyJobs.

Bounty Award Refund

- If a Candidate that an Employer hires from the BountyJobs Website does not remain employed by Employer for the whole Initial Period, Employer may request that the Bounty Award Employer paid for the Candidate be refunded to Employer. For Employers that offer a commission percentage of between ten percent (10%) and less than or equal to nineteen percent (19%), the “Initial Period” shall be the first sixty (60) days after the relevant Start Date; and for Employers that offer a commission percentage greater than or equal to twenty percent (20%), the “Initial Period” shall be the first ninety (90) days after the relevant Start Date. Notwithstanding anything in this Agreement to the contrary, BountyJobs has no obligation to refund a Bounty Award to the Employer if (i) the Candidate leaves the Employer’s employ in connection with a downsizing or company layoffs; or (ii) the Employer fails to pay the Bounty Award within thirty (30) days of the Start Date. For Employers that offer fixed fee Bounty Awards, the “Initial Period” shall be the first sixty (60) days after the relevant Start Date.
- Upon receiving a request from an Employer for a refund, BountyJobs will contact the Headhunter who submitted the Candidate to the Employer to confirm that the Candidate is no longer employed by Employer.
- The Headhunter will have three (3) business days to respond to such a request.
- If the Headhunter agrees that the Candidate is no longer employed by Employer or, if the Headhunter does not respond to BountyJobs’ inquiry within three (3) business days, the Bounty Award will be deposited into the Employer’s BountyJobs Account.
- In the event of any dispute between Employer and Headhunter concerning a Candidate’s termination, Employer records demonstrating termination shall be conclusive evidence that such termination occurred.

- Notwithstanding anything in this Agreement to the contrary, if BountyJobs has paid the Bounty Award to the Headhunter prior to the sixty (60) day anniversary of the Start Date at the Employer's request, then BountyJobs will not be obliged to refund any amounts to the Employer in excess of the sum of the relevant BountyJobs administrative fee plus amounts recovered from Headhunter pursuant to the foregoing sentence.
- For the avoidance of doubt and subject to the foregoing paragraph, BountyJobs' refund of any Bounty Award to Employer is not conditioned upon BountyJobs' recovery of amounts due from Headhunter.

Headhunters

Candidate Submissions

- Submissions to Employer with ATS Integration

A Candidate submitted to any job posting where the Candidate will be subsequently uploaded to an ATS will not be considered to have been submitted to and received by Employer until (i) the Candidate resume has been viewed by the Employer on the BountyJobs website; or (ii) the Candidate has been successfully uploaded to the ATS; or (iii) a ATS Appeal submitted by Headhunter has been approved by Employer.

- Engaged Headhunters

If a specific Headhunter is designated as "engaged" by an Employer to work on a job, the Headhunter is not required to pay a fee to submit Candidate resumes for that particular job. Please note that although a Headhunter may be engaged by an Employer for one job, that same Headhunter may not be engaged to work for other job openings posted by that Employer. If a Headhunter is not engaged by an Employer for a particular job, the Headhunter must pay a fee to submit a resume for that job as described below.

- Non-Engaged Headhunters

A non-engaged Headhunter must pay a fee of one tenth of one percent (0.1%) of the estimated Bounty Award ("**Flier Fee**") for each Candidate submitted for each position. The Flier Fee is refunded if and only if the job closes with the Employer never having opened the relevant Candidate's resume.

- Bounty Award

BountyJobs charges, and will retain, an administrative fee of 25% of all Bounty Awards received from Employer, provided however that BountyJobs may reduce its administrative fee in its sole discretion. BountyJobs will show Headhunter's portion of the Bounty Award as "pending" in Headhunter's BountyJobs Account on the relevant Start Date.

If the Employer does not request a Bounty Award refund and if Employer has paid the Bounty Award to BountyJobs, then BountyJobs will remove the “pending” designation on the paid Bounty Award (minus the BountyJobs’ 25% administrative fee) in the Headhunter’s BountyJobs Account sixty-one (61) days after the Candidate’s Start Date, provided, however, that BountyJobs may remove the “pending” designation from Headhunter’s BountyJobs Account prior to such date in BountyJobs’ sole discretion.

- If an Employer does not pay a Bounty Award to BountyJobs within sixty (60) days of the Candidate’s Start Date, BountyJobs may refer the matter to a collection agency. BountyJobs will not pay the Headhunter’s portion of the Bounty Award unless it has received monies from Employer. ***If the collection agency collects the bounty (or part of the bounty), BountyJobs will subtract the cost of collections from the total amount collected. BountyJobs will then deduct BountyJobs’ administrative fee, and pay the remaining sum into Headhunter’s BountyJobs Account.***
- Notwithstanding anything in this Agreement to the contrary, Headhunter will refund to BountyJobs any monies received by Headhunter in connection with a Bounty Award that BountyJobs has refunded to Employer.
- Notwithstanding anything in this Agreement to the contrary if Headhunter submits any information or certification to BountyJobs that is false or inaccurate, including without limitation, information or certifications with respect to their authority to submit Candidate resumes, then Headhunter waives any right to receive the Headhunter’s portion of the Bounty Award.
- Notwithstanding anything in this Agreement to the contrary Headhunter will promptly refund any Bounty Award received if, within six (6) months of the relevant Start Date, (i) Employer identifies a material misrepresentation in Candidate’s resume; and (ii) Employer has terminated Candidate’s employment with Employer as a result of the foregoing misrepresentation.

Retained Fee Searches

- Upfront Fee

With respect to each job Employer posts for which Employer chooses to utilize a Retained Fee Search, Employer will specify a fee payable upon Employer’s posting of the job and selection of Headhunter. The Upfront Fee will be made available to Headhunter once BountyJobs has received payment from Employer. Any Upfront Fee is non-refundable. The amount of any Upfront Fee will be deducted from any Bounty Award earned for a Retained Fee Search. BountyJobs charges, and will retain, an administrative fee of 25% of all Upfront Fees received from Employer, provided however that BountyJobs may reduce or remove its administrative fee in its sole discretion.

- Milestone Fee

With respect to each job Employer posts for which Employer chooses to utilize a Retained Fee Search, Employer may specify an additional fee payable to Headhunter once a specified number of Candidates have reached a specified system status. When the conditions specified for a Milestone Fee have been met, the Milestone Fee will be made available to Headhunter once BountyJobs has received payment from Employer. Any Milestone Fee is non-refundable. The amount of any Milestone Fee will be deducted from any Bounty Award earned for a Retained Fee Search. BountyJobs charges, and will retain, an administrative fee of 25% of all Milestone Fees received from Employer, provided however that BountyJobs may reduce or remove its administrative fee in its sole discretion.